

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	AFS MEI USA Holdings, Inc.		10/23/2012	CORPORATION: DELAWARE
	Quofore International, Inc.		10/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	TPG Specialty Lending, Inc., as joint lead arranger and administrative agent			
Street Address:	301 Commerce Street			
Internal Address:	Suite 3300			
City:	Fort Worth			
State/Country:	TEXAS			
Postal Code:	76102			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	3827289	QUOFORE	
	Registration Number:	4054413	Q	
	Registration Number:	4095619	TRADEINSIGHT	
	Registration Number:	4095618	TRADE INSIGHT	
	Registration Number:	4095620	MEI	
CORRESPONDENCE DATA				
Fax Number:	2125935955			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-756-2132			
Email:	scott.kareff@srz.com			
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP			
Address Line 1:	919 Third Avenue			
Address Line 2:	22nd Floor			

CH \$140.00 3827289

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 079464-0011

NAME OF SUBMITTER: Scott Kareff (079464-0011)

Signature: /kc for sk/

Date: 10/24/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of October, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TPG SPECIALTY LENDING, INC., a Delaware corporation ("TPG"), in its capacity as joint lead arranger and administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among AFS Technologies, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Wells Fargo Capital Finance, LLC, as servicer, joint lead arranger and syndication agent for the Lenders and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and

intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.


10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AFS MEI USA HOLDINGS, INC., a Delaware corporation

By: 
Name: Kurien Jacob
Title:

QUOFORE INTERNATIONAL, INC., a Delaware corporation

By: 
Name: Kurien Jacob
Title:

Trademark Security Agreement

TRADEMARK
REEL: 004887 FRAME: 0879

AGENT:

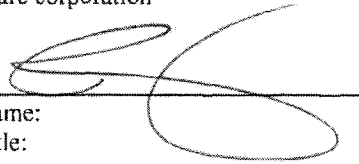
ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC., a
Delaware corporation

By: _____


Name:

Title:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over the signature line.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

U.S. QUOFORE TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG. DATE</u>	<u>LISTED</u> <u>OWNER</u>	<u>STATUS</u>
QUOFORE	U.S.	77/845,694 3,827,289	10/09/2009 08/03/2010	Quofores International, Inc.	Registered
	U.S.	77/845,730 4,054,413	10/09/2009 11/15/2011	Quofores International, Inc.	Registered

**QUOFORE APPLICATIONS FOR INTERNATIONAL REGISTRATION VIA MADRID
PROTOCOL**

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE</u> <u>DATE</u> <u>REG.</u> <u>DATE</u>	<u>LISTED</u> <u>OWNER</u>	<u>STATUS</u>
QUOFORE	European Union (CTM)	1 020 934	10/23/2009	Quofores International, Inc.	Protection Granted
QUOFORE	Australia	1 020 934 1336915	10/23/2009	Quofores International, Inc.	Protection Granted
QUOFORE	Russian Federation	1 020 934	10/23/2009	Quofores International, Inc.	Protection Granted
QUOFORE	China	1 020 934	10/23/2009	Quofores International, Inc.	Pending

QUOFORE	Japan	1 020 934	10/23/2009	Quofore International, Inc.	Protection Granted
QUOFORE	Singapore	1 020 934 T0914854D	10/23/2009	Quofore International, Inc.	Protection Granted
QUOFORE	Korea, Republic of	1 020 934	10/23/2009	Quofore International, Inc.	Protection Granted
QUOFORE	Vietnam	1 020 934	10/23/2009	Quofore International, Inc.	Pending

OTHER QUOFORE INTERNATIONAL (NON-U.S.) TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL #</u> <u>REG. #</u>	<u>FILE DATE</u> <u>REG.</u> <u>DATE</u>	<u>LISTED</u> <u>OWNER</u>	<u>STATUS</u>
QUOFORE	Canada	1456722 825640	10/26/2009 6/6/2012	Quofore International, Inc.	Registered
QUOFORE (Class 9)	Mexico	1046749 1152550	11/10/2009 04/14/2010	Quofore International, Inc.	Registered
QUOFORE (Class 42)	Mexico	1046750	11/10/2009	Quofore International, Inc.	Abandoned
QUOFORE (Class 9)	India	1889564	11/27/2009 03/21/2011	Quofore International, Inc.	Registered

QUOFORE (Class 42)	India	1889565	11/27/2009 03/21/2011	Quofore International, Inc.	Registered
QUOFORE (Class 9)	Brazil	902230077	12/30/2009	Quofore International, Inc.	Published
QUOFORE Class 42	Brazil	902230107	12/30/2009	Quofore International, Inc.	Published

Canadian MEI Registered Trademarks

Title	Reg. No.	Owner	Reg. Date
TRADEINSIGHT	TMA807471	AFS MEI USA Holdings, Inc.	9/23/2011
TRADEINSIGHT (and design)	TMA807470	AFS MEI USA Holdings, Inc.	9/23/2011
MEI (and design)	TMA812275	AFS MEI USA Holdings, Inc.	11/21/2011
UNIVERSELL	TMA487378	AFS MEI USA Holdings, Inc.	12/22/1997

United States MEI Registered Trademarks

Title	Reg. No.	Owner	Reg. Date
TRADEINSIGHT	4,095,619	AFS MEI USA Holdings, Inc.	2/7/2012
TRADEINSIGHT (and design)	4,095,618	AFS MEI USA Holdings, Inc.	2/7/2012
MEI (and design)	4,095,620	AFS MEI USA Holdings, Inc.	2/7/2012